

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS, EASTERN DIVISION**

First Midwest Equipment Finance Co.,)	
)	No. 17-cv-02121
Plaintiff,)	
)	Honorable Gary Feinerman
v.)	
)	
Lenn Morris and Ricky Freeman,)	
)	
Defendants.)	

**PLAINTIFF’S RULE 55(b)(1) MOTION
FOR ENTRY OF JUDGMENT BY DEFAULT**

NOW COMES First Midwest Equipment Finance Co. (“Plaintiff”), by and through its attorneys, Ashen|Faulkner, and in support of its Rule 55(b)(1) Motion for Entry of Judgment by Default, states as follows:

1. On March 17, 2017, Plaintiff filed its Complaint seeking to recover on two personal guarantees (collectively, the “Contracts”). *See* Docket No 1.
2. Lenn Morris was personally served with summons and complaint on March 24, 2017. Ricky Freeman was served with summons and complaint on March 28, 2017.
3. On May 4, 2017, Plaintiff presented its Motion for Order of Default. *See* Docket Nos. 10 and 11. Plaintiff’s Motion for Order of Default was granted, and Lenn Morris and Ricky Freeman (collectively, the “Defendants”) were found to be in default. *See* Docket No. 7.
4. Pursuant to Rule 55(b)(1) of the Federal Rules of Civil Procedure, “If the plaintiff’s claim is for a sum certain . . . the clerk—on the plaintiff’s request, with an affidavit showing the amount due—must enter judgment for that amount and costs against a defendant who has been defaulted for not appearing and who is neither a minor nor an incompetent person.” Fed. R. Civ. P. 55(b)(1).

5. Defendants are not a minors or incompetent persons, nor are they on active duty in the United State Military. In support thereof, attached hereto as “**Exhibit A**” is the Status Report from the Department of Defense Manpower Data Center.

6. Plaintiff’s requested relief is for a sum certain, \$301,668.40 (55 payments at \$5,484.88), plus late fees of \$1,645.44. The sums due and owing are supported by the affidavit of Susan M. Rusch, Vice President at First Midwest Equipment Finance Co. (“Rusch Affidavit”). A true and correct copy of the Rusch Affidavit is attached hereto as “**Exhibit B**.”

7. Pursuant to the Contracts, Plaintiff is permitted to recover attorneys’ fees and costs. In support thereof, attached hereto as “**Exhibit C**” is the affidavit of Alexander Wright. *See* Docket No. 1-1, PageIDs #12 and 14.

WHEREFORE, Plaintiff, First Midwest Equipment Finance Co., respectfully requests that this Honorable Court enter judgment in its favor and against Lenn Morris and Ricky Freeman in the sum of **\$303,313.84**, plus attorneys’ fees and costs of **\$5,488.52**, for a total judgment of **\$308,802.36**, plus interest per statute, and to grant such further or other relief as the Court may deem just or equitable.

Dated: June 22, 2017

Respectfully submitted,

FIRST MIDWEST EQUIPMENT
FINANCE CO.

By: /s/ Alexander N. Wright
Alexander N. Wright
ASHEN|FAULKNER

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